

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: September 19, 1997

INVITATION FOR BIDS

NO. IFB-98-044-OHMK

SEALED BIDS

FOR

FURNISHING

HELICOPTER TRANSPORTATION SERVICE  
FOR

OAHU, HAWAII, MAUI AND KAUAI DISTRICTS  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF CONSERVATION AND RESOURCES ENFORCEMENT

will be received up to and opened at 2:00 p.m.

on

October 7, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl  
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to  
Carol dynne Yamashita, telephone (808) 586-0562, facsimile (808) 586-0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

HELICOPTER TRANSPORTATION SERVICES  
FOR OAHU, HAWAII, MAUI AND KAUAI DISTRICTS  
IFB-98-044-OHMK

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title

Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Social Sec. or Federal I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: \_\_\_\_ Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Joint  
Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? \_\_\_\_ Yes \_\_\_\_ No

The following bid offer(s) to provide **Helicopter Transportation Services**, as specified herein, for the twelve-month period commencing from the official date on the Notice to Proceed, is hereby submitted:

**Types of Helicopter Services to be provided:**

- (1) Marijuana Observation/Detection;
- (2) Marijuana Extraction/Eradication;
- (3) Criminal Surveillance/Apprehension; and
- (4) Search and Rescue

**ESTIMATED NUMBER OF FLIGHT HOURS FOR EACH ISLAND IS NOT KNOWN.**

**\*Helicopter Services for Job Orders (missions) on:**

1. **The District of Oahu**

Unit Price Per Hour. . . . . \$ \_\_\_\_\_

2. **The District of Hawaii**

Unit Price Per Hour. . . . . \$ \_\_\_\_\_

3. **The District of Maui (includes Maui, Lanai, Molokai, Kahoolawe)**

Unit Price Per Hour. . . . . \$ \_\_\_\_\_

4. **The District of Kauai (includes Niihau)**

Unit Price Per Hour. . . . . \$ \_\_\_\_\_

(\*Note: Bidder does not have to bid on all Item Nos. to be considered for award.)

Offeror \_\_\_\_\_

Bidder shall provide the following information:

1. Type(s) of helicopter(s) to be used:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

2. References: (Provide at least three)

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>	<u>Person to Contact</u>
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- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

3. Bidder's Office location: \_\_\_\_\_

\_\_\_\_\_

Contact person: \_\_\_\_\_

(Name) (Title)

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

4. Insurance company: \_\_\_\_\_

Contact person: \_\_\_\_\_

5. Copies of the following forms are attached hereto, as required:

- \_\_\_ Certificate of Insurance issued by the Contractor's insurance company.
- \_\_\_ DOT Form OST F 4507; Registration, Reregistration & Amendments under Part 298 of the Economic Regulation of the Civil Aeronautics Board.
- \_\_\_ DOT Form OST F 4520 and/or DOT Form OST F 4521; DOT Certificate of Insurance.
- \_\_\_ FAA Form 8430-21 Rotocraft External-Load Operation.
- \_\_\_ FAA Form 8430-21 Commercial Agricultural Aircraft Operation.
- \_\_\_ FAA Form 8430-18; Air Carrier Operating Certificate.
- \_\_\_ FAA Form 8400-8; Operations Specifications with the procedures for transporting Hazardous Materials.

Offeror \_\_\_\_\_

## SUMMARY OF ACCIDENTS

In order to be considered for award(s), bidder must provide the following information. The information furnished below will be used to evaluate and determine the bidder responsibility. Since the safety of the operation under this contract is critical, it is essential that the Contractor's ability to perform safely be an important factor in making a determination of the bidder responsibility. Therefore, **failure to submit the required information shall render bidder's offer nonresponsive which shall be sufficient grounds for bid rejection.** Bidder is advised that information provided shall be verified. If information is found erroneous or false, bidder's offer shall be considered nonresponsive and cause for bid rejection.

The Average Frequency Rate for On Demand Air Taxi Operations nationwide, as published by the FAA, will be used as one of the standards to evaluate the bidder's ability to operate safely. The number of hours flown by the bidder will be considered in the evaluation of the bidder's accident frequency rate.

Apparent low bidders having experienced helicopter accidents within the period January 1, 1994 through July 31, 1997, or if the Procurement Officer determines there are incidents indicating unsafe activity, may be required to furnish a written safety program acceptable to the Procurement Officer before award, if any, is made. Safety program shall outline action taken, and to be taken, to assure a safe operation. The accepted written safety program will be incorporated into the contract upon award, if any. Safety program, if required by the Procurement Officer, shall be submitted within ten (10) days from date of State's request.

Failure to submit an acceptable program within the time specified by the Procurement Officer will render the bidder nonresponsive and ineligible for contract award. Failure to comply with the program will be material nonperformance of the contract and grounds for termination of the contract for default.

### BIDDER SHALL COMPLETE THE FOLLOWING:

1. **Summary:** *This is for the period from January 1, 1994 through July 31, 1997, or since the time the bidder has been in business if less than the period specified.*
  - (a) Total Flight Hours: \_\_\_\_\_ (For Period: \_\_\_\_\_)
  - (b) Total Number of Accidents: (If none, enter NONE.) \_\_\_\_\_

Offeror \_\_\_\_\_

**SUMMARY OF ACCIDENTS** (continued)

2. **Description of Each Accident:** *Provide answers to the following 8 points for each accident. Use separate sheets if there are more than one accident.*

- (a) Accident Date: \_\_\_\_\_
- (b) Accident Time: \_\_\_\_\_
- (c) Accident Location: \_\_\_\_\_
- (d) Aircraft Type/No.: \_\_\_\_\_
- (e) Result of Accident: \_\_injury \_\_death \_\_damage
- (f) Reported to FAA? \_\_yes \_\_no
- (g) Description of Accident: (Use separate sheet. Include mission, cause, and extent of damage.)
- (h) Describe the effort taken to eliminate the same kind of accident: (Use separate sheet.)

Offeror \_\_\_\_\_

## SPECIFICATIONS

### TERMS AND ACRONYMS USED HEREIN

Procurement Officer = The contracting officer for the State of Hawaii, State Procurement Office.

Officer-in-Charge = The Hawaii, Maui, Kauai, and/or Oahu Branch Chiefs of the Division of Conservation and Resources Enforcement, Department of Land and Natural Resources, or their duly appointed representative(s).

DCE/SP Task Force = Domestic Cannabis Eradication/Suppression Program. A task force made up of federal, state and local law enforcement agencies that coordinated plans and operations to suppress the cultivation of marijuana in potential growing areas.

FAA = Federal Aviation Administration.

FAR = Federal Aviation Regulation.

### SCOPE OF CONTRACT

The Contractor shall provide all necessary labor, material, equipment, personnel, and supervision to satisfactorily perform helicopter transportation services, as specified herein, for the Division of Conservation and Resources Enforcement, Department of Land and Natural Resources. All services rendered shall be in strict compliance with all Federal, State and County regulations governing helicopter transportation services and operation in the State of Hawaii.

### DESCRIPTION

- (1) **Contract Period:** Helicopter services shall be provided for a twelve-month period. Services shall begin as of the official commencement date on the Notice to Proceed.
- (2) **Service Required:** In general, the service required will be of the following types:
  - (a) **Aerial marijuana observation/detection;**
  - (b) **Marijuana extraction/eradication;**
  - (c) **Criminal surveillance/apprehension;**
  - (d) **Search and rescue.**
- (3) **Notification for Required Service:** The service will be ordered on a "call as needed" basis. Contractor(s) will be notified at least four hours in advance for required service.

## DESCRIPTION (continued)

- (4) **Hourly Charge for Service Rendered:** Hourly charge for required service shall commence from each job order's ("mission's") base of operation. The State shall determine each "mission's" base of operation, and shall be responsible to obtain Hobbs meter reading prior to commencement of "mission's" actual flight time. No additional compensation shall be made for transporting helicopter(s) from Contractor's base of operation to the "mission's" base of operation ("ferrying-in" cost).
- (5) **Days and Time of Operations:** Usually daylight hours, Sunday through Saturday; but may at times extend into the hours of darkness or require 24 hours a day availability.
- (6) **Transport Items:** (a) Federal, state and local law enforcement personnel and any other person designated by the Officer-in-Charge; (b) Tools, equipment, and supplies; (3) Herbicides; and (4) Small arms and ammunition.
- (5) **Ordering Services:** The State DOES NOT GUARANTEE the placement of any orders for service under this contract.

The Contractor shall have 1/2 hour (30 minutes) to confirm back to the State whether or not transportation service ordered can be scheduled. Once the Contractor accepts an order, he/she is obligated to perform in accordance with the terms and conditions stated herein.

The helicopter and pilot shall be ready for takeoff on assignments designated by the Officer-in-Charge within four hours after an order is made by the Officer-in-Charge.
- (6) **Coordination and Instructions:** Flight orders shall be made and instructions shall be given by the Officer-in-Charge, who will coordinate operations with the pilot. The pilot shall function as the Contractor's superintendent unless otherwise notified in writing by the Contractor.
- (7) **Ordered Availability Period(s):** Helicopter, support crew and pilot shall be available when ordered by the Officer-in-Charge. Release of the helicopter, support crew and/or pilot at the request of the Contractor after a period of availability has begun must be approved by the Officer-in-Charge.

## CONTRACT REQUIREMENTS

Contractor's Responsibilities include, but is not limited to, the following:

- (1) All expenses and fees connected with helicopter operations.
- (2) Necessary arrangements and/or leases for use of airport facilities including but not limited to landing, tiedown, and hangar fees.



## CONTRACT REQUIREMENTS (continued)

- (3) All necessary arrangements and landing permits.
- (4) Any physical loss or damage to the tools, equipment, and supplies during transportation from any cause whatsoever from the time the tools, equipment, and supplies are received until final delivery.

Contractor's Representative. The pilot shall represent the Contractor in all matters except changes in price and time unless the Procurement Officer is notified otherwise, in writing, prior to performance.

Subcontracting. The Contractor shall not subcontract, assign, or transfer any interest in all or any part of the services to be performed under this contract without written approval of the Procurement Officer.

## HELICOPTER REQUIREMENTS

Helicopter General. The helicopter(s) shall be Hughes 500, Model D, E, or F, or Notar and shall have a standard airworthiness certificate. The installation of any special equipment specified in this contract shall be approved by the FAA.

- (1) The helicopter(s) must meet FAA requirements for day and night Instrument Flight Rules (IFR). Also it must be equipped and operated in compliance with the State of Hawaii requirements and FARs 91, 133, 135, and 137.
- (2) The Contractor shall be certified under FAR 14 CFR Part 133, External Load Operations.

Helicopter Equipment. The helicopter shall be configured with the equipment required by FARs and approved for make and model furnished. In addition, the following equipment/capabilities are required:

- (1) GPS (global positioning system), helicopter mounted.
- (2) FLIR (forward looking infra-red device), helicopter mounted may be utilized but is not required.
- (3) Four-passenger seating capacity with certified seat belts: (a) One set of individual lap belts for each occupant, and (b) FAA-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.
- (4) Longline/4-point remote hook capability. 100-foot longline with 1,200-pound lift capacity. Longline must meet the following requirements: (a) Rotations resistant wire rope with swaged fittings rated in accordance with ANSI Standards; and (b) Fabrication and installation methods shall be in accordance with aircraft and ANSI Standards.

## HELICOPTER REQUIREMENTS (continued)

- (5) Sling load capability.
- (6) Skid type landing gear.
- (7) A convex mirror for observation of sling loads and landing gear.
- (8) Emergency Locator Transmitter (ELT), meeting either TSO C-91 (ELT/AP) or TSO C-91a (fixed) specifications, shall be installed.
- (9) Above Ground Level and Above Sea Level altimeters.
- (10) Flight meter (Hobbs Model M-1-69 or equal) recording in hours and tenths, and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only.
- (11) Emergency life saving equipment including, but not limited to: life raft, fire extinguisher, life vests, emergency locator and transmitter, survival kit.
- (12) Siren and public address system.
- (13) Herbicide spray equipment approved by the Officer-in-Charge.

Helicopter Avionics. The following equipment/capabilities are required:

- (1) VHF-FM radio communication system capable of accessing the Division of Conservation and Resources Enforcement's network.
- (2) Intercom system with local communication capability available at all passenger seats.

### Helicopter Maintenance.

Helicopters shall be operated and maintained in accordance with applicable FARs and the manufacturer's recommendations. Aircraft maintenance records and aircraft history records must be provided upon request.

Other Helicopter Certificates. Helicopter transportation service requires Contractor's helicopter(s) to carry all classes, including hazardous materials. In addition, the carrier must be approved by the FAA to transport hazardous material. A copy of the Air Carrier Operations Certificate (FAA Form 8430-18) with the Operations Specifications (FAA Form 8400-8 formerly FAA Form 1014 and 8400-7) must be submitted with bid. Should the Contractor surrender his/her certificate or should FAA suspend or revoke his/her certificate, this contract shall become null and void effective with the date of the loss of such certificate, without payment of any indemnity.

## CONTRACTOR PERSONNEL

### Pilot Requirements/Qualification.

- (1) Each pilot shall display upon demand:
  - (a) Commercial or airline Transport Pilot Certificate with appropriate rating (Rotocraft-Helicopter) and a valid Class I or Class II FAA medical certificate.
  - (b) Written evidence of qualification to transport external loads.
  - (c) Written evidence of passing an FAA annual flight check as required by FAR, Part 135, in the helicopter make and model furnished.
- (2) Pilot must speak English fluently.
- (3) Pilot shall have accumulated, as Pilot-in-Command, the minimum of 5,000 hours of helicopter flight time, 1000 hours of helicopter longline and extraction flight time, and 100 hours of helicopter rappel flight experience.
- (4) Pilot shall display evidence of experience in using all equipment specifically identified herein. Pilot may be required to demonstrate proficiency with the equipment during a DCE/SP evaluation.
- (5) Pilot shall be familiar with air currents and have geographical knowledge of islands, to include landing zones, power lines, communication towers, etc.
- (6) Pilot authority and responsibility.
  - (a) The pilot is responsible for operating the aircraft within its limits, responsible for safety of the aircraft, its occupants, and cargo and shall comply with the directions of the Officer-in-Charge, except when his/her judgement dictates such compliance to be a violation of applicable Federal or State regulations or contracting provisions.
  - (b) The pilot shall not permit any passenger to ride in the helicopter or any cargo to be loaded therein unless authorized by the Officer-in-Charge.
- (7) The pilot shall be required to submit to drug testing at his/her own expense, with the results to be made available upon request.
- (8) All pilots and contractor's employees shall be subject to background checks. The State shall have sufficient cause to terminate an award/contract if a pilot and/or contractor's employee has a background record which would lead the State to believe a mission may be compromised. The State shall have the sole determination on this matter and its decision shall be final.

## ADDITIONAL CONTRACTOR REQUIREMENTS

Helicopter Mechanic. The Contractor shall have ready access to a licensed helicopter mechanic and shall have immediate access to helicopter parts inventory to eliminate down time.

Fueling Requirements. The Contractor must provide personnel and fuel tanker for onsite refueling during operations requiring helicopter services.

Safety and Accident Prevention. Safety of ground and flight operations are paramount when conducted in the performance of this contract. The Contractor shall advise the Procurement Officer of any incidents and accidents occurring within any company operations, whether under this contract or not, during the contract period.

Following the occurrence of any incident or accident, the Procurement Officer will evaluate such incident and accident for cause. If the evaluation determines that the cause is based on violation or noncompliance with FARs applicable to the Contractor's operations, company policy, procedures, practices or programs that contribute to safety of operations or negligence on the part of the company officers or employees, the occurrence of the incident or accident may constitute default in the performance of the contract. A finding of default under the above cited conditions shall entitle the Procurement Officer to exercise the right to terminate the contract.

The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When, in the sole judgement of the Procurement Officer, the programs will not adequately promote the safety of operations, the State may terminate the contract for default.

Due to the highly sensitive nature of this type of operation, it is essential that the Contractor has a complete awareness and understanding of the need for confidentiality. If, in the judgement of the Procurement Officer, any incident arises that jeopardizes the integrity of an operation, due to indiscretion on the Contractor's part, the State may terminate the contract for default.

## PERFORMANCE EVALUATION

Evaluation/Appraisal Testing. Prior to award, helicopter pilot(s) of potential Contractor(s) shall be required to submit to an appraisal and evaluation testing of pilot skills, and helicopter(s), equipment and performance.

Since the helicopter services required under contract demand highly skilled pilots, it is mandatory that the helicopter pilot(s) of potential Contractor(s) pass the Helicopter Practical Proficiency Evaluation, developed by the State of Hawaii, Joint DCE/SP Task Force. A copy of the guidelines is included with this IFB. Failure to pass this performance evaluation shall be sufficient grounds for bid rejection or contract termination. Potential Contractor(s) shall be notified by the State of the site for the performance evaluation. It shall be the potential Contractor(s)' responsibility to "ferry-in" its aircraft to the evaluation site at no additional cost to the State.

## **PERFORMANCE EVALUATION** (continued)

Appraisal and testing may include but shall not be limited to the following:

- (1) The actual rappelling of at least two rappellers into an area from a hovering helicopter and then extraction out of the area by use of the STABO process.
- (2) Emergency landing techniques.
- (3) Longline insertion and extraction.
- (4) Helicopter maneuvering while longlining a rappeller in a small confined space.
- (5) Compliance with minimum specifications on equipment.
- (6) Compliance with minimum specifications as described above on Contractor, aircraft and pilot certification.

## SPECIAL PROVISIONS

### **SCOPE**

The furnishing of helicopter transportation service for the Division of Conservation and Resources Enforcement (DOCARE), Department of Land and Natural Resources (DLNR), shall be in accordance with these Special Provisions, the Specifications and the General Terms and Conditions, dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813, and the DAGS district offices on the islands on Hawaii, Maui and Kauai or on the Internet at <http://www.state.hi.us>.

### **OFFICER IN CHARGE**

For the purpose of this contract, the DOCARE Branch Chiefs for each island district or their duly appointed representative(s), are designated the Officers-in-Charge. Flight orders shall be made and instructions shall be given by the Officer-in-Charge, who will coordinate operations with the pilot. The names and telephone number for each island district's Officer-in-Charge are as follows:

DOCARE, Oahu District	- Gary Moniz, (808) 587-0069
DOCARE, Hawaii District	- Lawrence Terlep, (808) 974-6208
DOCARE, Maui District	- Keith Keau, (808) 243-5414
DOCARE, Kauai District	- Manuel Andrade, (808) 241-3521

### **STATE'S COMMITMENT**

In return for prices submitted, the Division of Conservation and Resources Enforcement, Department of Land and Natural Resources, shall order their helicopter services from the successful low bidder(s).

It is provided, however, that when the type of services required by the agency are not available from the successful low bidder(s), an exception to this commitment may be granted to the agency by the Administrator, State Procurement Office.

### **TERMS OF CONTRACT**

Contract Period and Extension Option. The Contractor shall enter into a contract for furnishing helicopter transportation service for a twelve-month period commencing from the official date on the Notice to Proceed.

Unless terminated, the contract shall be extended for not more than two consecutive twelve (12) month periods or any part thereof without the necessity of rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration, provided the contract price remains the same or lower.

Upon extension of contract, Contractor shall be required to execute a supplement to the contract. The Contractor or Procurement Officer may terminate the extended contract at any time upon sixty (60) days prior written notice.

## **BIDDER QUALIFICATION**

1. Contractor shall hold a valid FAA Air Carrier Operating Certificate (FAA Form 8430-18) with Operations Specifications (FAA Form 8400-8) authorizing helicopter use as described herein.
2. Bidder shall provide whatever necessary documents and certificates required for determining his/her technical ability to perform the services specified herein. See SPECIFICATIONS for required certificates, licenses, documents, etc. to perform services as specified.
3. Bidder shall have an office located in the State of Hawaii where he/she carries on his/her business and where he/she will be accessible to telephone calls for complaints or requests that need immediate attention. The State reserves the right to inspect bidders' facilities to determine acceptability under these requirements.
4. Bidder must pass the performance evaluation specified in the attached SPECIFICATIONS. The Helicopter Practical Proficiency Evaluation, EXHIBIT A, developed by the State of Hawaii, Joint DCE/SP Task Force and included with this IFB, shall be the basis for this performance evaluation.

The Contractor and/or its operator(s) may be required to furnish evidence that the types and/or quantities of helicopter and helicopter equipment are available and properly maintained, and are able to perform as required herein.

Failure on the part of bidder to meet any of these requirements shall be sufficient cause for rejection of bid. In addition, bidder's offer may also be rejected if any required information provided by bidder is found erroneous or false upon verification by the State.

## **BID PREPARATION**

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offerors' exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offerors' authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bond.

Bid Quotation. Hourly bid prices shall be all inclusive.

Bid prices shall include but not be limited to the service, "ferrying-in" cost, fuel cost, equipment, and personnel; all applicable taxes; and all other expenses incurred to provide the required service as specified herein.

## **BID PREPARATION (continued)**

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Miscellaneous Information. The bidder must submit the following information in the spaces provided on the Offer Form.

- (1) Type(s) of helicopter(s) to be used in providing the required services.
- (2) List at least three references for whom bidder has furnished helicopter transportation services. The State reserves the right to contact any of the references to inquire about the bidder's performance.
- (3) Office location, telephone number, and names of persons to be contacted by the State, when necessary, for complaints or requests that need immediate attention.
- (4) Name of insurance company providing liability insurance required herein.
- (5) Copies of certificates, licenses, forms, etc. listed on OFFER FORM page OF-3.
- (6) Summary of Accidents in accordance with instructions on OFFER FORM page OF-4 & 5.

Wage Certificate. Refer to Section 2.7 of the General Conditions. The bidder shall complete and submit a Wage Certificate by which the bidder certifies that services required will be performed pursuant to Section 103-55, HRS.

## **LIABILITY INSURANCE**

The Contractor covenants and agrees to provide, prior to the commencement of work on the project and to keep in force during the prosecution of such work, liability insurance in compliance with the regulations of the US Department of Transportation, for the benefit of the State and the Contractor, protecting them against any liability whatsoever occasioned by accident on or about the project site or any appurtenances thereto. Such liability policy(s) shall be obtained and paid for by the Contractor.



The Contractor agrees to deliver to the State a current certificate of insurance (DOT Form OST F 4521 and/or DOT Form OST F 4520) evidencing such insurance and a copy of the Registration (DOT Form OST F 4507).

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$5,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

- (1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
- (2) "The State of Hawaii is added an additional insured as respects to operations performed for the State of Hawaii."
- (3) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.

## METHOD OF AWARD

Awards, if any, shall be made on an individual Item No. basis. A maximum of six (6) awards, if any, shall be made for each Item No. pursuant to Section 3-122-145, Hawaii Administrative Rules (HAR). Therefore, each island district shall have its own priority list of Contractors.

For each Item No., one award shall be made to the responsible bidder submitting the lowest unit bid price per hour. This Contractor shall be the first (primary) Contractor that DLNR, DOCARE shall place all orders with for a job order (mission) held in that island district.

The second award for each Item No. shall be made to the responsible bidder submitting the second lowest unit bid price per hour. This Contractor shall be contacted by DLNR, DOCARE if the first Contractor is unable to provide any part of the required helicopter service, or if the job order (mission) in that island district requires more helicopter service than the primary Contractor can provide.

The third award for each Item No. shall be made to the responsible bidder submitting the third lowest unit bid price per hour. This Contractor shall be contacted by DLNR, DOCARE if the first and second Contractors are unable to provide any part of the required helicopter service, or if the job order (mission) in that island district requires more helicopter service than the first and second Contractors can provide.

The award process shall continue as above until either all bidders have been awarded contracts, or the maximum number of awards per Item No. has been made, whichever occurs first.

During the term of the contract, the State will not be obligated to any Contractor receiving award other than the Contractor who submitted the lowest unit bid price per hour for each Item No. **The State, however, reserves the right to contact subsequent low bid Contractor(s) when at the time of ordering helicopter services for a mission, the low bid Contractor does not have the necessary equipment or personnel required to meet the demands of the mission; or when in the best interest of the State, it is determined that personnel safety and/or mission success may be compromised. The State shall be the sole determinant in such instances and its decision shall be final.**

Prior to contract award, the State will require certification of the following insurance coverages: (1) Worker's Compensation, (2) Temporary Disability, (3) Unemployment Insurance, and (4) Prepaid Health Care.

## TIE BIDS

Low tie bids for any position (i.e., primary, secondary, tertiary, etc, position) which are identical in price and meets all the requirements of the solicitation will be resolved in the following manner. Orders will be placed with tie bid contractors on a rotation basis for these tied positions. Rotation method will be determined by Department of Land and Natural Resources.

## ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty days period as provided in Section 3.2 of the General Terms and Conditions.

## EXECUTION OF CONTRACT

Successful bidder(s) for the primary awards shall enter into a formal written agreement. Other awardees shall received a Notice of award letter from the State Procurement Office; this method of award does not waive compliance with Specifications, Special Provisions, and General Terms and Conditions of the bid. The Department of Land and Natural Resources, Division of Conservation and Resources Enforcement shall issue purchase orders when helicopter services are required. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

If the option to extend for the additional twelve-month period is mutually agreed upon, each Contractor will continue to receive purchase orders from DLNR, DOCARE for the additional period. Each Contractor or the State may terminate the extension at any time upon sixty (60) days prior written notice.

## INVOICING AND PAYMENT

The Contractor shall be compensated for the actual helicopter time-in-service, which is defined as flight time in accordance with FAR, and not engine run time. The times are to be reported to the nearest tenth of an hour. The invoice shall reference the contract number and shall contain flight times in number of hours with flight dates, and destinations.

The Contractor shall submit invoice on a monthly basis. The invoice shall consist of an original and three copies, and reflect the contracted price per hour, and mailed to the following address:

Department of Land and Natural Resources  
Division of Conservation and Resources Enforcement  
1151 Punchbowl Street, Rm. 311, Honolulu, HI 96813

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State will not recognize any requirements established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

**The tax clearance submitted with your invoice for final** payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

## **REMOVAL OR REASSIGNMENT OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove or reassign any of its employees from services rendered and to be rendered to the State upon request by the contracting officer. The contracting officer may suspend any pilot who flies recklessly, does ineffective work, exhibits fatigue or conduct detrimental to the purpose for which contracted.

## **NON-PERFORMANCE**

The Contractor shall notify the Officer-in-Charge of any variance during a "mission's" planned schedule of operations. Failure to notify the Officer-in-Charge of any such variance, may result in penalty assessments of up to \$50.00 per variance, or depending on the severity of the variance provide cause for contract termination.

Except for weather or other causes beyond the control of the Contractor, the minimum level of acceptable performance is 100%.

## **LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to the contract that time is of the essence and that in cases of failure on the part of the Contractor to complete the services specified herein even for a single day, the State will be damaged thereby; and, the amount of said damages being difficult of definite ascertainment and proof, it is agreed that the Contractor shall pay to the State as liquidated damages, and not by way of penalty, the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per scheduled calendar day for each and every violation by the Contractor in failing to perform in whole or in part any of its obligations hereunder, which liquidated damages may be deducted from any payments due or to become due to the Contractor.

## **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS, POLICIES AND PROCEDURES**

The Contractor shall at all times observe and comply with the laws, ordinances, rules and regulations, policies and procedures that in any manner apply to or affect the conduct of work hereunder, shall indemnify and save harmless the State and its representatives against any claim arising from the violation of any such law, ordinance, rules and regulations, policies and procedures by the Contractor, its employees and agents.

## **AUTHORITY OF THE STATE**

The State shall decide all questions which may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any term, condition or provision herein, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, as to road condition or additional reason to service, and as to any other matter which may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

## ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

